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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92062034
Party	Plaintiff Edge Games Inc
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Submission	Motion for Summary Judgment
Filer's Name	Dr Tim Langdell
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Signature	/Tim Langdell/
Date	03/17/2016
Attachments	MotionToAssignAndTerminateProceedings16Mar16.pdf(2459408 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration No. 3713604  
Mark: EDGE

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**EDGE Games, Inc.**

**Petitioner,**

**v.**

**Future Publishing Ltd,**

**Registrant.**

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**Cancellation No. 92062034**

**PETITIONER EDGE GAMES INC'S MOTION FOR  
ASSIGNMENT OF THE MARK AND DISMISSAL OF  
PROCEEDINGS AND MEMORANDUM  
IN SUPPORT THEREOF**

Pursuant to Rule 56(a) of the Federal Rules of Civil Procedure and the rules of the Trademark Trial and Appeal Board, Petitioner Edge Games Inc ("Petitioner" or "Edge Games") hereby moves the Board for an order granting assignment to Petitioner of the instant registration 3,713,604 and then dismissal of the proceedings as moot, Petitioner now being the lawful owner of the mark. As shown below, Registrant Future Publishing Ltd ("Registrant" or "Future") has admitted for the purposes of this dispute that the instant registration should be assigned to Petitioner in resolution of the dispute and that then these proceedings be should terminated with each side bearing their own costs.

## **I. INTRODUCTION**

### **A. Factual History And Background**

The instant trade mark registration was previously owned by Edge Games' predecessor in rights, and assigned to Future on certain terms (which terms Future failed to meet). The specific mark is a "child" registration created by Registrant Future applying to the USPTO in or about August 2009 for a Request to Divide the original registration co-owned by Registrant Future and Petitioner Edge Games, where the parent registration was No. 2219837 based on the parent serial number 74/556730.

As can be seen from the Assignment Details in Exhibit A to the declaration of Dr Langdell hereto, the original Registration was first owned solely by The Edge Interactive Media Inc ("EIM" - Edge Games' predecessor in rights) when it matured to registration on January 26, 1999. Then, as a result of what was believed to be an agreement between Future Publishing and EIM dated October 15, 2004, in or about September and October 2005 the original registration was subject to a partial assignment (with corrections due to filing errors), such that the result of the assignment was that Future and EIM became co-owners of the original '837 registration in question.

Then, on May 1, 2008, the entirety of EIM's interest in the original registration was assigned to Petitioner Edge Games, which then became co-owners of the original '837 registration along with Future Publishing.

Subsequently, on or about August 3, 2009, Future filed a Request to Divide Under Sections 8 & 9, which resulted in the USPTO dividing the original parent registration into the instant registration subject of these proceedings (the '604 child registration) leaving the remaining part of the original registration solely in the name of Petitioner Edge Games, with the '837

registration now having a truncated description of goods and services (see Exhibit B to Langdell decl.).

Insofar as Future had grounds to file the Request for Division, those grounds would have been premised on the existence and validity of an agreement between EIM and Future dated October 15, 2004. This 2004 agreement called for a number items of performance by Future which Future never carried out, and it became clear that Future never had any intention of carrying out what it was represented to EIM that it would carry out in order to entice EIM to execute the agreement and to then assign the instant registration to Future. The October 15, 2004 agreement is therefore rescinded due to *fraud in the inducement*, and being null from its commencement (*void ab initio*), is therefore as if it had never existed. The 2004 agreement having never existed, therefore there was no agreement between the parties for the instant registration to be assigned from EIM (Edge Games) to Future and certainly no grounds for Future to have ever applied to divide the mark and create the instant child registration.

Petitioner Edge Games served its first set of discovery requests, including its First Set of Requests for Admission and First Set of Requests for Production of Documents, on Registrant Future on January 8, 2016 (see Langdell decl., Exhibits C and D). As can be seen in Exhibits C and D, both of Petitioner's Discovery Requests have Certificates of Service dated January 8, 2016. No substantive responses were received from Future to either of Edge Games duly served discovery requests (see Langdell decl.).

Accordingly, by operation of law, Fed R. Civ. P. 36(a), Future has admitted each request in the Request for Admissions, therefore, as shown below, Future has admitted for the purposes of this dispute with Edge Games that the instant '604 registration should be assigned to Edge Games, that the October 15, 2004 agreement that originally assigned Edge Games' mark to Future is agreed to be rescinded, and Future admit that they fraudulently induced Edge Games'

predecessor in rights (EIM) to execute that agreement knowing that they (Future) had no intention of honor the obligations committed to in that document.

Future having admitted that the contract based upon which the instant registration was assigned to Future (and thus based upon which the instant child mark was created) has been rescinded (void *ab initio*), and Future having admitted that the instant '604 registration should be assigned to Petitioner Edge Games, therefore there are no remaining genuine issues of material fact, and these proceedings should be terminated simultaneously with the instant '604 registration being assigned in its entirety to Edge Games as a live and valid, current trademark registration now owned solely by Petitioner Edge Games.

## **II. ARGUMENT**

This case can now be considered resolved and terminated upon completion of assignment of the instant registration to Petitioner Edge Games. The proceedings should be stayed while the assignment to Edge Games is being completed. Because Future failed to respond to Edge Games' timely and duly served Requests for Admissions, Future has admitted each request for the purposes of its dispute with Edge Games by operation of law under Fed. R. Civ. P. 36(a). These admissions resolve this dispute entirely, assigning the instant child registration to Edge Games, and thus removing the need for these proceedings which can then now be dismissed once the assignment has been recorded.

Board rules, Federal Court Rules and all pertinent legal statutes, state that Registrant is deemed to have been properly served if Petitioner has supplied a certificate of service. Petitioner is not required to prove that Registrant safely received the documents served, only that they were mailed. As the Board is well aware, the documents are deemed to have been received by Registrant within 5-days of being mailed. Petitioner has not received any returned mail or any other indication that the documents were not safely received at the time by Registrant. For the

purposes of these proceedings, then, and of this motion, Registrant is deemed to have been properly served.

**A. Future Has Admitted That The Instant '604 Registration Should Be Assigned To Edge Games**

As noted above, Future failed to respond to Edge Games' timely and duly served Requests for Admissions. By operation of law, Future has admitted for the purposes of its dispute with Edge Games that:

The instant registration for the mark EDGE, Registration No. 3,713,604, should be assigned to Petitioner Edge Games forthwith. (see Request for Admission No. 10 in Exhibited C to Langdell decl. hereto).

**B. In Support Of The Admission In A Above, Future Has Admitted That The 2004 Agreement That Lead To The Mark Being Assigned To Future Is Deemed Rescinded (Void Ab Initio) And Thus Future Has Admitted The Assignment To It Of The Instant Registration Must Be Reversed**

As noted above, Future failed to respond to Edge Games' timely and duly served Requests for Admissions. By operation of law, Future has admitted for the purposes of its dispute with Edge Games that:

Future is guilty of fraud in the inducement in regard to the agreement between the parties (Future and Edge Games' predecessor in rights, EIM) dated October 15, 2004, and that Future had no intention of performing on the performance requirements of said agreement but only purported that it would so perform in order to fraudulently induce EIM to execute the agreement. And Future has admitted that since it obtained the original assignment of the instant mark from EIM by such fraudulent inducement, that therefore the assignment must be reversed as a result of the parties agreeing the agreement is rescinded (*void ab initio*). (see Request for Admission No 10 in Exhibit C to Langdell decl. hereto).

**C. No Evidence Would Be Admissible That Indicates Future Did Not Rescind the 2004 Agreement or That Future Should Not Assign The Instant '604 Registration To Edge Games.**

Future's failure to provide any discovery responses estops it as a matter of law from submitting evidence in its testimony period that would be responsive to Edge Games' discovery requests. See e.g. *Shoe Factory Supplies Co. v. Thermal Engineering Co.*, 207 USPQ 517, 519 n.1 ("a party may not properly introduce a document in evidence in its behalf after having

refused to make it available to an adverse party seeking discovery thereof"); *Johnston Pump/General Valve Inc. v. Chromalloy American Corp.*, 10 USPQ2d 1671, 1677 (TTAB 1989) ("if proper discoverable matter is withheld from the requesting party, the responding party will be precluded from relying on such information and from adducing testimony with regard thereto during its testimony period").

Accordingly, because Edge Games specifically requested information that would have substantiated Future's defense as to why it should not assign the instant mark to Edge Games, or why the 2004 agreement that caused the instant mark to originally be assigned to Future should not be deemed rescinded (*void ab initio*), Future is therefore precluded from offering any such evidence (see Langdell decl., in particular Document Requests Nos. 15 and 16 in Exhibit D). Thus there is no possible admissible evidence that could be submitted in this case that would refute Future's admissions.

In sum, there is no possible basis for Future overcoming the admission that the instant mark should be assigned to Edge Games and once the assignment is recorded, the instant proceedings be dismissed. Accordingly, Edge Games is thus entitled to have this motion granted in its favor.

### **III. REQUEST FOR SUSPENSION, WAIVER OF OBJECTIONS, AND EXTENSION OF CLOSE OF DISCOVERY**

Edge Games hereby requests that the Board suspend the case while it considers this potentially dispositive motion, pursuant to 37 C.F.R. § 2.127(d), and that the stay remain in place while the instant trademark registration is assigned to Petitioner. Upon successful completion of said assignment to Petitioner, these proceedings should then be terminated, leaving the registration in question live and owned by Petitioner, with each side paying its own costs.

In the event the Board denies this Motion, then Petitioner still requests that the Board: deem all admissions to have been admitted by Registrant; deem that Registrant has waived any right to produce or rely on at trial any evidence not already served on Petitioner within the course of

these instant proceedings prior to the filing of this Motion; deem that Registrant has waived all right to object to any and all of Petitioner's discovery requests. Further, in the event that the Board denies this Motion, then Petitioner requests that discovery be re-set, along with all trial dates, permitting an additional 90-days for discovery solely for Petitioner, but with no additional time for discovery being granted to Registrant.

#### IV. CONCLUSION

Petitioner having shown that Registrant must be deemed to have admitted all admissions requested, and to have lost all right to file any evidence that might show the admissions not to be true, accordingly the Board should assign the instant mark to Petitioner and terminate the proceedings once the assignment is concluded. These proceedings should be stayed while this Motion is being considered, and remain stayed until the assignment of the mark to Petitioner is concluded, whereupon these proceedings should be terminated, with Registrant having no right to re-open the issues, and with each party paying their own costs and fees.

Respectfully submitted,

/s/Tim Langdell

By: Dr. Tim Langdell  
CEO, Edge Games, Inc.  
Petitioner in *Pro Se*

16 March 2016

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to CFR 2.101(b), on March 16, 2016, a true and correct copy of the foregoing PETITIONER EDGE GAMES INC'S MOTION FOR ASSIGNMENT OF THE MARK AND DISMISSAL OF PROCEEDINGS AND MEMORANDUM IN SUPPORT THEREOF was served via U.S. Mail on Registrant's counsel:

ROBERT N PHILLIPS  
REED SMITH LLP  
101 2ND ST  
SAN FRANCISCO, CA 94105  
UNITED STATES

/Tim Langdell/  
Dr. Tim Langdell

16 March 2016

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration No. 3713604  
Mark: EDGE

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**EDGE Games, Inc.**

**Petitioner,**

**v.**

**Future Publishing Ltd,**

**Registrant.**

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**Cancellation No. 92062034**

**DECLARATION OF DR. TIM LANGDELL IN SUPPORT OF  
PETITIONER EDGE GAMES INC'S MOTION FOR  
ASSIGNMENT OF THE MARK AND DISMISSAL OF  
PROCEEDINGS AND MEMORANDUM  
IN SUPPORT THEREOF**

I, Dr. Tim Langdell, declare as follows:

1. I am the CEO of the Opposer corporation, Edge Games, Inc. ("EDGE Games"). I have personal knowledge about the matters described as set forth below.
2. Attached as Exhibit A is a true copy of the original trademark registration No. 2219837 showing it was originally issued to EDGE Games' predecessor in rights, The Edge Interactive Media, Inc.
3. Attached as Exhibit B is a true copy of the amended registration No. 2219837 showing the truncation of its description of goods.

4. Attached as Exhibit C is a true copy of Petitioner's First Set of Request for Admissions along with the cover letter that accompanied Petitioner's discovery requests, and as Exhibit D is a true copy of Petitioner's First Set of Request for Document Production.

5. On January 8, 2016 I served both Petitioner's First Set of Request for Admissions, and Petitioner's First Set of Request for Document Production on Registrant by placing the same in first class mail, postage prepaid in full, addressed to the address on file for Registrant's representative.

6. The envelope containing Petitioner's first sets of discovery requests mailed on January 8, 2016 were not returned and thus I believe they were safely received by Registrant. To this day, Registrant has not served on EDGE Games any reply or response of any kind to any of the discovery requests served on it on January 8, 2016.

7. The parent registration, No. 2219837, was originally issued to, and thus owned by, EDGE Games predecessor in rights, The Edge Interactive Media, Inc. ("EIM") On or about October 15, 2004 Registrant and EIM entered into a concurrent trading agreement ("CTA") that was critically premised on Registrant performing certain tasks and duties in return for EIM agreeing to partially assign registration No. 2219837 to Registrant. Assuming Registrant was being honest in its representations, EIM did execute the partial assignment in question following execution of the October 2004 agreement.

8. Then in May 2008, the entirety of EIM's ownership in registration No. 2219837 was assigned to EDGE Games, and thus Registrant and EDGE Games became co-owners of the mark. Over a year later, without first gaining EDGE Games' permission or giving any notice to EDGE Games, in or about August 2009 Registrant filed a Request

to Divide Under Sections 8 & 9, which resulted in the child registration No. 3713604, subject of the instant proceedings. As a result of these division, the original registration had its description of goods and services truncated in accord with those goods and services transferred into this new child mark.

9. The October 2004 CTA called on Registrant to actively promote the EDGE brand and mark to the mutual benefit of EIM and its successor in rights, EDGE Games, and Registrant. The CTA also called on Registrant to undertake other tasks and performances, including actively policing and protecting the worldwide markets from rival or conflicting uses of the mark EDGE for computer and video games. However, from the moment Registrant signed the CTA it failed to do any of these things, and yet Registrant knew well that EIM would never have entered into the agreement with Registrant Future if there was any reasonable possibility that Registrant would not perform on all these promised actions. It thus became clear to me, as CEO of EIM (and CEO of EDGE Games), that Registrant Future was guilty of fraud in the inducement, since at the time of executing the CTA it is clear Registrant had no intention of performing on its obligations under that agreement.

10. This fact became abundantly clear when, in or about March 2009, my main contact at Registrant Future instructed me, as CEO of EDGE Games, to take action against a French company, Mobigame, for its infringing use of the mark EDGE for a mobile phone game. However, when EDGE Games commenced the action demanded by Registrant Future, it became clear that Registrant Future was colluding with Mobigame against EDGE Games, seeking to secure the mark EDGE for Future and Mobigame, while also seeking to attack EDGE Games' rights to the mark EDGE which Future had

contractually committed to promote to the mutual benefit of EDGE Games and Future. It also came to my attention that directly contrary to the terms of the CTA, Future was promoting the Mobigame "EDGE" game in its EDGE magazine, and that later it even signed a consent agreement with Mobigame which was specifically written to be to the benefit of the interests of Future and Mobigame, while being directly against the interest of EDGE Games, and against the interest of the EDGE brand and mark that is supposed to be co-owned and co-promoted by Future and EDGE to their mutual benefit (and not to the benefit of any third party).

11. Similarly, also in 2009, Registrant Future demanded that EDGE Games take action against Electronic Arts, Inc. for its infringing use of the mark MIRROR'S EDGE which Registrant Future maintained infringed on the mutual rights of Future and EDGE Games in the mark EDGE. Yet, when EDGE Games commenced the action against Electronic Arts that Future insisted it must do per the terms of the CTA, then it subsequently became clear that Registrant Future was colluding with Electronic Arts against EDGE Games, seeking to further the interests of Future and Electronic Arts, while seeking to damage the interests of EDGE Games. This deceit and collusion became clear when in October 2010 Registrant Future actively supported Electronic Arts in seeking to defame EDGE Games and me as its CEO, in a court case in San Francisco -- which court case Registrant Future had insisted EDGE Games commence against Electronic Arts.

12. Registrant Future thus acted directly against the core terms of the CTA by colluding with Mobigame and Electronic Arts against EDGE Games, by deliberately making false statements to the San Francisco court in 2010 in order to paint EDGE

Games (and me as its CEO) in a false dark light, and then in the UK court in 2010 and 2011 when Registrant Future once again deliberately mislead and made knowingly false statements to that UK court, too, once again seeking to deliberately paint EDGE Games, EIM, and me personally, in a false dark light. There is, then, no doubt that the 2004 CTA is rescinded, *void ab initio*, since it is clear that Registrant Future had no intention of adhering to any of its obligations under the CTA, and yet knowingly purported to undertake said obligations in order to entice EIM into signed an agreement that it otherwise would never have signed. In turn, this means that the assignment of rights from EIM to Future that lead to the instant child registration needs to be reversed, and accordingly the instant child mark must be immediately assigned to EDGE Games as the successor in rights to EIM.

The undersigned, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

Executed this 16th day of March, 2016 in Pasadena, California.

/Tim Langdell/  
Dr. Tim Langdell

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to CFR 2.101(b), on March 16, 2016, a true and correct copy of the foregoing DECLARATION OF DR TIM LANGDELL IN SUPPORT OF PETITIONER EDGE GAMES INC'S MOTION FOR ASSIGNMENT OF THE MARK AND DISMISSAL OF PROCEEDINGS AND MEMORANDUM IN SUPPORT THEREOF was served via U.S. Mail on Registrant's counsel:

ROBERT N PHILLIPS  
REED SMITH LLP  
101 2ND ST  
SAN FRANCISCO, CA 94105  
UNITED STATES

/Tim Langdell/  
\_\_\_\_\_  
Dr. Tim Langdell

16 March 2016

# EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

EDGE GAMES, INC.	)	
	)	
Petitioner,	)	
	)	
vs.	)	Cancellation No.: <b>92062034</b>
	)	
	)	Reg. No.: 3,713,604
FUTURE PUBLISHING LTD.	)	
	)	
Registrant.	)	

**PETITIONER'S FIRST REQUESTS FOR ADMISSION**

Pursuant to Trademark Rule of Practice 2.120 (37 U.S.C. § 2.120). Trademark Trial and Appeal Board Manual of Procedure § 410, and Federal Rule of Civil Procedure 36, Petitioner Edge Games Inc ("EDGE Games") requests that Registrant Future Publishing Ltd ("FUTURE") admit the truth of the Requests for Admissions set forth below within thirty (30) days after service of this Request.

For the purpose of this Request, the following definitions and instructions shall apply.

**DEFINITIONS**

1. The terms "FUTURE," "you," and "your" refer to Registrant and include any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, owners, employees, agents, representatives, and attorneys, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.
2. The term "EDGE Games" refers to Petitioner and includes any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, behalf of that entity, including but not limited to all officers, directors, employees, agents, representatives, and attorneys, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.
3. The term "Future Mark" means the US trademark registration 3,713,604 for the mark EDGE in Class 16 which is the child registration following a Request to Divide, and prior to the Divide was an integral part of Registration No. 2,219,837 based on the parent serial number 74/556730, which originally was owned by solely by The Edge Interactive Media, Inc ("EIM").
4. The term "The Assignment" means the assignment of the instant mark from EDGE Game's predecessor in rights, EIM, to FUTURE on October 15, 2004 on the understanding that FUTURE were in good faith about the agreement signed between the parties of that

date; said assigned rights first forming part of the co-owned registration No. 2,219,837 and then after a Request to Divide, forming the entirety of the instant registration 3,713,604.

5. The term "CTA" means the agreement executed by FUTURE and EDGE Game's predecessor in rights, EIM, on or about October 15, 2004 title *Concurrent Trading Agreement*.

6. The term "the 1996 Agreement: means the agreement executed by FUTURE and EDGE Games' predecessors in rights, EIM and Softek International Ltd, on or about December 4, 1996 known as the *Settlement Agreement*.

7. The use of the singular form of any word also includes the plural and vice versa.

8. The use of a present tense shall include past tenses.

9. The terms "all" and "each" shall each be construed to include the other.

### **INSTRUCTIONS**

1. Your written response to this request must comply with Rule 36 of the Federal Rule of Civil Procedure, in that if you do not admit each matter, you must separately respond under oath to each request within thirty (30) days of the service of this request by:

- (a) Admitting so much of the matter involved in the request as is true, either as expressed in the request itself or as reasonably and clearly qualified by you;
- (b) By denying so much of the matter involved in the request as is untrue; and
- (c) Specifying so much of the matter involved in the request as to the truth of which the responding party lacks sufficient information or knowledge.

2. If your response to a particular request is that you lack information or knowledge as a reason for failure to admit all or part of a request for admission, then you shall state in the answer that a reasonable inquiry concerning the matter in the particular request has been made, and that the information known or readily obtainable is insufficient to enable you to admit that matter.

3. If your response is that only part of a request for admission is objectionable, the remainder of the request shall be answered.

4. If an objection is made to a request or to a part of a request, the specific ground for the objection shall be set forth clearly in the response.

5. These requests for admission are continuing and require further answer and supplementation, as provided by Federal Rule of Civil Procedure 26(e).

## REQUESTS FOR ADMISSIONS

### **REQUEST FOR ADMISSION NO. 1:**

Admit that when you executed the CTA, that you had no intention of adhering to the terms of that agreement in their entirety.

### **REQUEST FOR ADMISSION NO. 2:**

Admit that when you executed CTA, that you had no intention of fulfilling your obligations under that agreement.

### **REQUEST FOR ADMISSION NO. 3:**

Admit that when you executed the CTA, that you did so only so as to fraudulently entice EIM into executing the CTA in order to convince EIM to assign the rights that make up the Future Mark to you knowing you never intended to do or give EIM everything you assured EIM would do or give in that agreement.

### **REQUEST FOR ADMISSION NO. 4:**

Admit that when you executed the CTA, you committed fraud in the inducement.

### **REQUEST FOR ADMISSION NO. 5:**

Admit that because you committed fraud in the inducement when you executed the CTA, that therefore the CTA is rescinded and *void ab initio* as if it had never been executed by the parties.

### **REQUEST FOR ADMISSION NO. 6:**

Admit that because the CTA is rescinded, and *void ab initio*, that therefore the prior agreement between the parties executed on December 4, 1996, known as the *Settlement Agreement* ("the 1996 Agreement") is now back in full force and effect.

### **REQUEST FOR ADMISSION NO. 7:**

Admit that all of EIM's rights in the 1996 Agreement were legally assigned to EDGE Games, and that EDGE Games and FUTURE are the sole remaining parties to the 1996 agreement since Softek International Ltd is no longer trading.

### **REQUEST FOR ADMISSION NO. 8:**

Admit that you owe EIM and its successor in rights, EDGE Games, a very sizable sum in damages for committing fraud in the inducement when you executed the CTA, and that the sum you owe EIM and EDGE Games is not less than the sum paid you paid to EIM and Timothy Langdell upon execution of the CTA and that therefore on rescinding the CTA no refund is owing to FUTURE by either EIM or EDGE Games or Timothy Langdell as an individual.

### **REQUEST FOR ADMISSION NO. 9:**

Admit that because the CTA is rescinded, *void ab initio*, that therefore the assignments of the trademark rights from EIM to FUTURE detailed in the CTA are voided, and are hereby reversed with all rights previously assigned to FUTURE by EIM as a result of the execution of the CTA now being assigned by FUTURE to EDGE Games as the successor in rights to EIM of all trademark registrations (or partial registrations) in question.

**REQUEST FOR ADMISSION NO. 10:**

Admit that, specifically, you agree that the instant U.S. trademark registration No. 3,713,604 should be assigned to EDGE Games immediately, and that upon completion of that assignment to EDGE Games these instant petition proceedings should be terminated with each party bearing its own costs and the registration remaining live, now owned entirely by EDGE Games.

**REQUEST FOR ADMISSION NO. 11:**

Admit that, specifically, the assignment and grant of rights detailed in paragraph 2, subsection 2.1, and specifically the assignments detailed in subsection 2.1.1, are to be immediately voided, with all trademark rights assigned to FUTURE being assigned forthwith to EDGE Games.

**REQUEST FOR ADMISSION NO. 12:**

Admit that as part of rescinding and voiding the CTA, the partial trademark rights (referred to as the "Agreed Part" in the CTA) of the United Kingdom and German trademark registrations listed in Schedule 1 to Schedule 2 of the CTA, should be immediately assigned from FUTURE to EDGE Games.

**REQUEST FOR ADMISSION NO. 13:**

Admit that you did deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and that did falsely state that Timothy Langdell had made any false statements to that court or had in any way mislead that court or that Timothy Langdell had fabricated any evidence, and that you also made false statements and deliberately mislead that court when you stated that either EIM or EDGE Games had made any false statements to that court or mislead that court or that EIM or EDGE Games had fabricated any evidence.

**REQUEST FOR ADMISSION NO. 14:**

Admit that you did deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and that you did falsely state that the computer disks filed by the Defendants (EIM, EDGE Games, Timothy Langdell) were not genuine when in fact you knew they were entirely genuine.

**REQUEST FOR ADMISSION NO. 15:**

Admit that you did deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and did falsely state that emails submitted into evidence by the Defendants (EIM, EDGE Games, Timothy Langdell) were not genuine when in fact you knew they were all entirely genuine.

**REQUEST FOR ADMISSION NO. 16:**

Admit that you did deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and did falsely state or suggest or represent that Timothy Langdell had been anything other than completely honest with that court and that you knew that Timothy Langdell had been honest even though you deliberately mislead that court by suggesting otherwise.

**REQUEST FOR ADMISSION NO. 17:**

Admit that in regard to the Court in London England, Case No HC09CO2265, before Mrs Justice Proudman, the Judgment and Final Order that you obtained from the London Court in June 2011 and July 2011 were only obtained through making knowing false statements to that court, and by you deliberately misleading that court, and that you admit you were not entitled to either the Judgment or the Final Order and that thus both the judgment and the order should be reversed, voided, vacated (as appropriate) forthwith.

**REQUEST FOR ADMISSION NO. 18:**

Admit that in regard to the Court in London England, Case No. HC09CO2265 before Mrs. Justice Proudman, you are in particular not owed any sum by EIM, EDGE Games or Timothy Langdell, for costs or otherwise, and are certainly not owed the sum of £340,000 (UK pounds sterling) that the court awarded to you in its July 2011 Order or the sum of £36,500 ordered in your favor by Lewison LJ of the Appeal Court.

**REQUEST FOR ADMISSION NO. 19:**

Admit that in regard to the Court in London England, Case No. HC09CO2265 before Mrs. Justice Proudman, you did deliberately make false and misleading statements in those proceedings in order to cast Timothy Langdell in a negative light, deliberately falsely characterizing him as being a "trademark troll" when in fact you knew well that Timothy Langdell (and the corporations EIM and EDGE Games) had at all times only taken legitimate and reasonable action to protect EIM's and EDGE Games' trademark rights, had never committed fraud on any trademark office in acquiring or maintaining any trademark registration and had never wrongly demanded money from any person or entity for the use of the mark EDGE or variants thereon.

**REQUEST FOR ADMISSION NO. 20:**

Admit that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you did deliberately provide false statements about EDGE Games and Timothy Langdell, and that every negative statement you made about EDGE Games and Timothy Langdell in those proceedings was false and that you knew them all to be false at the time you made the statements.

**REQUEST FOR ADMISSION NO. 21:**

Admit that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, at least three of the five U.S. trademark registrations that the court ordered be cancelled were trademarks co-owned by you and EDGE Games, and that you knew that since you were not a party to the case that therefore the court had no right to order those registrations cancelled without your express permission (which you did not give) or your participation in the case (which did not happen).

**REQUEST FOR ADMISSION NO. 22:**

Admit that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, that because the court had no right to cancel the three trademarks that were co-owned by you and EDGE since you were not a party to that court case, that therefore you admit those three trademark registrations should be restored to full live registration status and that you agree that all three marks should be immediately restored.

**REQUEST FOR ADMISSION NO. 23:**

Admit that in regard to the District Court case No 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you should have filed a motion with that court to protest the Final Order canceling the three trademark registrations on the grounds that you, as a necessary party, were not a party to the case and that no valid order regarding the cancellation of those three marks could be made when a co-owner was not a party to the case.

**REQUEST FOR ADMISSION NO. 24:**

Admit that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you grant to EDGE Games full power of attorney to file any motion or other document necessary with the Trademark Trial and Appeal Board (or any other court with jurisdiction as may be necessary to reverse the cancellation of the three marks in question) on behalf of you, as your agent and representative acting on your behalf, that may be necessary in order to reverse the Final Order of that court of October 2010 which cancelled the marks co-owned by EDGE and FUTURE and restore the these co-owned US Trademark Registrations in question to full live registered status.

**REQUEST FOR ADMISSION NO. 25:**

Admit that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, that you did grossly mislead the Costs Judge in all documents filed with the Costs Court, and in all representations made before the Costs Master, and that you admit that you grossly overstated your true costs by a factor of at least three.

**REQUEST FOR ADMISSION NO. 26:**

Admit that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, that you did grossly mislead the Costs Judge in all documents filed with the Costs Court, and in all representations made before the Costs Master, and that you admit you are not owed any sum by EDGE Games, EIM or Timothy Langdell for costs or damages or otherwise.

**REQUEST FOR ADMISSION NO. 27:**

Admit that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, you agree that the court should have ruled entirely in favor of the defendants (EDGE Games, EIM and Timothy Langdell).

**REQUEST FOR ADMISSION NO. 28:**

Admit that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, you grant to EDGE Games, EIM and Timothy Langdell full power of attorney to file any document necessary in any court or tribunal necessary to reverse (void, vacate) both the Judgment and Final Order issued by Mrs. Justice Proudman in June and July 2011.

**REQUEST FOR ADMISSION NO. 29:**

Admit that in regard to the Appeal Hearing that followed the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, you did deliberately mislead the Appeal Court Judge, Lewison LJ, and that you agree that the Defendants should have been granted the right to appeal, should have been successful on appeal and that you should not have been granted your costs of the hearing that day in February 2012.

**REQUEST FOR ADMISSION NO. 30: -**

Admit that in regard to the Appeal Hearing that followed the London Court Case in England (Case Number HC09CO2265, originally heard before Mrs Justice Proudman), before Appeal Court Judge, Lewison LJ, you did deliberately mislead that appeal court and that you now affirm that the Defendants were not guilty of any of claims you made against the Defendants, including but not limited to: now agreeing that EDGE Games and EIM had made genuine continuous use of their trademarks at all pertinent times; that no Defendant had breached your copyright rights in your EDGE logo; that no Defendant ever passed off on your goodwill; that no Defendant breached the CTA and that you admit you had no valid grounds for requesting that the court terminate the CTA.

**REQUEST FOR ADMISSION NO. 31:**

Admit that all right, title, interest and goodwill arising from your use worldwide of the mark EDGE since 1993 in electronic form (such as the electronic publication of your magazine titled EDGE, promotion of that magazine in electronic form on the Internet and otherwise, use of the mark in association with electronic publishing of any kind) all vests in and inures to EDGE Games.

**REQUEST FOR ADMISSION NO. 32:**

Admit that your use worldwide of the mark EDGE since 1993 in electronic form (such as the electronic publication of your magazine titled EDGE, promotion of that magazine in electronic form on the Internet and otherwise, use of the mark in association with electronic publishing of any kind) constitutes the vast majority of your use of the mark EDGE, your only other use of the mark EDGE in regard to printed magazines now being minimal.

**REQUEST FOR ADMISSION NO. 33:**

Admit that under the 1996 Agreement all right, title, interest and goodwill arising from all use you made of the mark EDGE since 1993 vested in and inured to EIM, and that all such right, title, interest and goodwill was lawfully assigned and transferred to EDGE Games.

**REQUEST FOR ADMISSION NO. 34:**

Admit that the CTA specifically stated in paragraph 6.9: *"The Parties acknowledge that specifically in respect to the trademark and brand "EDGE" in the computer and video game sectors, they will both be actively promoting, building and enforcing rights in the brand to the Parties' mutual benefit, and that the Parties will share a common aim to use their reasonable endeavours to grow and enhance the EDGE brand in the computer and video game industry and promote worldwide consumer recognition of the EDGE brand as one associated with innovative quality goods and services. While not committing either Party to take any specific action after Completion, the Parties agree in good faith to use their reasonable endeavours to identify ways in which they may work together to jointly promote*

*and enhance the EDGE brand in the worldwide computer and video game markets."* (our emphasis)

**REQUEST FOR ADMISSION NO. 35:**

Admit that in regard to paragraph 6.9 of the CTA cited in No. 34 above, the Parties include FUTURE and EIM, and as EIM's successor, include EDGE Games.

**REQUEST FOR ADMISSION NO. 36:**

Admit that despite the clear commitment undertaken by you in regard to paragraph 6.9 of the CTA to promote the trademark and brand EDGE to the Parties mutual benefit you did in fact never promote the mark EDGE to the benefit of EIM or EDGE Games at any time nor did you intend to so promote the mark EDGE to the mutual benefit of the Parties when you fraudulently induced EIM to execute the CTA.

**REQUEST FOR ADMISSION NO. 37:**

Admit that despite the clear commitment undertaken by you in regard to paragraph 6.9 of the CTA to promote the trademark and brand EDGE to the Parties mutual benefit, you in fact acted directly contrary to this commitment and took action intended to result in the benefit of other companies using the mark EDGE in the computer and video game industry, while at the same time acting directly contrary to that which could lead to the benefit of EIM and EDGE Games.

**REQUEST FOR ADMISSION NO. 38:**

Admit that you colluded with the French corporation, Mobigame S.A.R.L., and its director David Papazian, both by your actions and by your inaction, so as to benefit yourself and Mobigame in regard to the use of the mark EDGE in the computer and video game sector while knowingly, and intentionally, acting against the interests of EIM and EDGE Games and thus intentionally failing to promote and protect the EDGE mark to the mutual benefit of you and EIM and/or EDGE Games.

**REQUEST FOR ADMISSION NO. 39:**

Admit that you colluded with Electronic Arts, Inc., both by your actions and by your inaction, so as to benefit yourself and Electronic Arts in regard to the use of the mark EDGE in the computer and video game sector while knowingly, and intentionally, acting against the interests of EIM and EDGE Games and thus intentionally failing to promote and protect the EDGE mark to the mutual benefit of you and EIM and/or EDGE Games.

**REQUEST FOR ADMISSION NO. 40:**

Admit that you colluded with Mobigame S.A.R.L. in order to further the interest of Mobigame and your interest, but such as to act against the best interest of Edge Games and the EDGE mark co-owned by you and EIM/Edge Games.

**REQUEST FOR ADMISSION NO. 41:**

Admit that you colluded with Electronic Arts, Inc. in order to further the interest of Electronic Arts and your interest, but such as to act against the best interest of Edge Games and the EDGE mark co-owned by you and EIM/Edge Games.

**REQUEST FOR ADMISSION NO. 42**

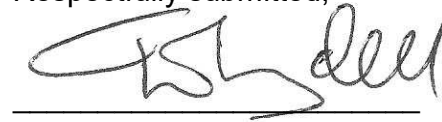
Admit that you signed a consent agreement with Mobigame S.A.R.L. which while in the best interests of Future and Mobigame was against the best interest of EDGE Games.

**REQUEST FOR ADMISSION NO. 43:**

Admit that you knowingly lied to the San Francisco Federal Court in Case No. 3:2010cv02614, knowingly and intentionally misleading that court in order to paint yourself and Electronic Arts in a good light, and deliberately falsely paint Edge Games in a poor light and falsely giving the impression to the court that Edge Games was not entitled to own, or retain ownership of, the "EDGE" trademarks registered in its name at that time.

Dated: January 8, 2016

Respectfully submitted,

A handwritten signature in black ink, appearing to read "JSL deen", is written over a horizontal line.

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing PETITIONER'S FIRST REQUESTS FOR ADMISSION has been served by mailing said copy on January 8, 2016, via First Class Mail, postage prepaid, upon the following party of record:

Robert N Phillips  
Reed Smith LLP  
101 Second Street  
San Francisco, CA 94105

Signature: */Tim Langdell/*  
*Dr. Tim Langdell*

Date: January 8, 2016

# EXHIBIT B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration No. 3713604  
Mark: EDGE

EDGE GAMES, INC.	)	
	)	
Petitioner,	)	
	)	
vs.	)	Cancellation No.: <b>92062034</b>
	)	
	)	
FUTURE PUBLISHING LTD.	)	
	)	
Registrant.	)	

**PETITIONER'S FIRST SET OF DOCUMENT REQUESTS**

Pursuant to Trademark Rule of Practice 2.120 (37 U.S.C. § 2.120). Trademark Trial and Appeal Board Manual of Procedure § 408, and Federal Rule of Civil Procedure 34, Opposer EDGE requests that Applicant FUTURE produce the following documents and things forthwith.

For the purpose of this Request, the following definitions and instructions shall apply.

**DEFINITIONS**

1. The terms "FUTURE," "you," and "your" refer to Registrant and include any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, owners, employees, agents, representatives, and attorneys, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.
2. The term "EDGE Games" refers to Petitioner and includes any persons controlled by or acting on behalf of that entity, including but not limited to all officers, directors, employees, agents, representatives, and attorneys, and any predecessors, subsidiaries, parent companies, affiliated companies, or joint venturers.
3. The term EDGE means any word, name, symbol or device or other designation of origin incorporating the letter string EDGE or its phonetic equivalent, in which you claim rights, including any trademark, service mark, or Internet domain name, or any trademark or service mark application or registration.
4. The term "Future Mark" means, specifically, the trademark registration 3713604 for the mark EDGE.

5. The term “Edge Marks” means any and all trademark registrations or common law rights in the mark EDGE, or EDGE formative marks, owned by EDGE Games either as a result of its own use of the mark EDGE in U.S. commerce, or use by any of EDGE Game’s licensees.

6. The term “person” means any natural person or any business, legal or governmental entity, or association.

7. The term “document” as used herein is synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34, any “writings and recording” and “photographs” as defined by Federal Rule of Evidence 1001, and its interpretation by the courts, and includes, without limitation, all originals, drafts, and non-identical copies of any written, printed, typed, recorded, electronic, magnetic, optical, punched, copied, graphic or other tangible thing in, upon or from which information may be conveyed, embodied, translated, or stored (including, but not limited to, papers, records, books, correspondence, contracts, minutes of meetings, memoranda, notes or desk calendars and appointment books, intra-office communications, canceled checks, invoices, telegrams, telexes, dictation or other audio tapes, video tapes, studies, electronic mail, information stored in computer readable form, on a compact disc, or any other type of data storage device or medium, computer printouts, microfilm, microfiche, laser disks, diaries, calendars, photographs, charts, viewgraphs, drawings, sketches and all other writings or drafts thereof), as well as all other tangible things subject to production under Federal Rule of Civil Procedure 34.

8. The term “identify,” when referring to:

- a. a natural person, means to give his or her full name, present or last known address and telephone number, last known place of employment and job title;
- b. a public or private corporation, partnership, association, agency or other entity, means to give its present or last known address and telephone number, and state of incorporation, if applicable;
- c. a document, means to state its general character, title, date, addressee or recipient, author or signatory, present location, and who has possession, custody or control of the document;
- d. a product, means to provide a description of the item which is offered for sale, and the intended customer groups, channels of trade, approximate price, and market for the product;
- e. a service, means to describe the service and the intended customer groups, channels of trade, approximate price, and market for the service.

9. The term “communication” is defined as any transmission or exchange of information between two (2) or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of telephone, letter, facsimile, electronic, digital or other media.

10. The terms “relating to” and “related to” mean concerning, containing,

evidencing, describing, constituting, referring to, explaining, discussing or reflecting.

11. The connectives “and” and “or” and the term “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all documents that might otherwise be construed to be outside its scope.

12. The use of a present tense shall include past tenses.

13. The use of the singular form of any word also includes the plural and vice versa.

14. The terms “all” and “each” shall each be construed to include the other.

### **INSTRUCTIONS**

1. You are requested to produce for inspection and copying all responsive documents and things in your possession, custody or control, including all documents and things in the custody of your attorneys, consultants, agents, other representatives, and other persons or entities subject to your control.

2. You are to produce the documents and things as they are kept in the ordinary course of business, with appropriate markings or designations so that it may be determined to which request they are responsive.

3. You are to produce the original and all non-identical copies of each requested document or thing, including all copies which bear any additional file stamps, marginal notes or other additional markings or writings that do not appear on the original. The production shall include the file, envelope, folder, binder, or other container in which the responsive documents and things are kept. If, for any reason, the container cannot be produced, you are to produce copies of all labels or other identifying markings.

4. Documents that exist in digital format and constitute or comprise databases or other tabulations or collections of data or information should be produced in a machine-readable format to be mutually agreed upon by the parties. Documents that exist in digital format and constitute or comprise written communications between natural persons (e.g., e-mail messages, internal memos, letters, etc.) should be produced both in a machine-readable format to be mutually agreed upon by the parties and in hard-copy form.

5. If you cannot fully respond to any request after a diligent attempt, respond to the request to the extent possible and specify the portion of the request to which you are unable to respond.

6. If you claim that any request, definition or instruction is ambiguous, state the language you claim is ambiguous and the interpretation you have used to respond to the request.

7. If you contend that any document or thing has been lost or destroyed, set forth the contents of the document or thing, the location of any copies, the date of loss or

destruction, the name of the person who ordered or authorized the destruction, if any, and the authority and reasons for such destruction.

8. If you decline to produce any information, document, or thing on this basis of the attorney-client, work product, or other privilege, respond to so much of the discovery request as is not subject to the claimed objection, and for each document or thing, provide the following information:

- a. the type and title of the document or thing;
- b. the general subject matter of the document or description of the thing;
- c. the date of its creation;
- d. the identity of the document's author(s), addressee(s) and recipient(s);
- e. the nature of the privilege being claimed; and
- f. in detail, all facts upon which you base your claim of privilege.

9. With respect to any document stored on a machine-readable medium, please make available both a hard copy printout of the document and a copy of the computer or electronic tape, disc or other electronic medium on which the document is stored.

10. Complete production is to be made on the date and at the time indicated above.

11. You have a duty to supplement your responses from now until the time of hearing or trial, as provided by Federal Rule of Procedure 26(e).

## **DOCUMENTS AND THINGS REQUESTED**

### **DOCUMENT REQUEST NO. 1:**

All documents you intend to rely on at trial that you have identified as of the date of this request but which have not yet been produced by you to Opposer.

### **DOCUMENT REQUEST NO. 2:**

All documents which could prove that when you executed the 2004 Concurrent Trading Agreement ("CTA"), dated October 15, 2004, between The Edge Interactive Media, Inc. ("EIM") and you, you had intention of adhering in full to the terms of that agreement.

### **DOCUMENT REQUEST NO. 3:**

All documents which could prove that when you executed the CTA you had intention of fulfilling all your obligations under that agreement.

### **DOCUMENT REQUEST NO. 4:**

All documents which could prove that when you executed the CTA you were not committing fraud in the inducement by assuring EIM of performance that you had no intention of ever adhering to or performing.

**DOCUMENT REQUEST NO. 5:**

All documents that show that when you executed the CTA you were not committing fraud in the inducement.

**DOCUMENT REQUEST NO. 6:**

All documents that show any reason why the CTA should not be rescinded (rendered *void ab initio*).

**DOCUMENT REQUEST NO. 7:**

All documents that show any reason why the prior agreement between the parties executed on December 4, 1996 ("the 1996 Agreement") should not now be deemed revived and in full force and effect, the CTA being rescinded.

**DOCUMENT REQUEST NO. 8:**

All documents that show that EDGE Games is not the lawful successor to EIM.

**DOCUMENT REQUEST NO. 9:**

All documents that show that EDGE Games should not be considered the successor in rights to EIM both in regard to the 1996 Agreement and the CTA.

**DOCUMENT REQUEST NO. 10:**

All documents that show that all rights EIM owned in either the 1996 Agreement or the CTA were not lawfully assigned and/or transferred to EDGE Games.

**DOCUMENT REQUEST NO. 11:**

All documents that show why you should not be considered to owe a considerable sum in damages to EDGE Games as successor in rights to EIM for your committing fraud in the inducement when you executed the CTA.

**DOCUMENT REQUEST NO. 12:**

All documents that show why the damages referenced in Request 11 above should not at least equal all sums you paid to EIM or Timothy Langdell when you executed the CTA.

**DOCUMENT REQUEST NO. 13:**

All documents that show why you should be refunded any sum or paid any sum as a result of the CTA being rescinded.

**DOCUMENT REQUEST NO. 14:**

All documents that show why all trademark rights assigned to you by EIM (trademark registrations or trademark applications) as a result of executing the CTA, or according to the terms of the CTA, should not be now immediately assigned to EDGE Games as successor in rights to EIM.

**DOCUMENT REQUEST NO. 15:**

All documents that show any reason whatsoever why the instant trademark registration No. 3713604 for the mark EDGE should not be immediately assigned to EDGE Games at this time.

**DOCUMENT REQUEST NO. 16:**

All documents that show any reason whatsoever why, once the instant registration No. 3713604 for the mark EDGE has been successfully assigned to EDGE Games, these proceedings should not then be terminated, leaving the registration live and owned by EDGE Games.

**DOCUMENT REQUEST NO. 17:**

All documents that show why the instant proceedings should not be immediately stayed pending the completion of the assignment of registration No. 3713604 for the mark EDGE to EDGE Games.

**DOCUMENT REQUEST NO. 18:**

All documents that show you did not deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman,

**DOCUMENT REQUEST NO. 19:**

All documents that show you did not falsely state that Timothy Langdell had made any false statements to the London court or that he had in any way mislead the London court.

**DOCUMENT REQUEST NO. 20:**

All documents that show you did not deliberately deceive the London court and cause that court to mistakenly believe that Timothy Langdell had fabricated any evidence, when in fact you knew well that he had not done so.

**DOCUMENT REQUEST NO. 21:**

All documents that prove you did not made false statements to the London court and deliberately mislead that court when you stated that either EIM or EDGE Games had made any false statements to that court

**DOCUMENT REQUEST NO. 22:**

All documents that show you did not mislead the London court into believing EIM or EDGE Games had fabricated any evidence.

**DOCUMENT REQUEST NO. 23:**

All documents that show you did not deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and that you did falsely state that the computer disks filed by the Defendants (EIM, EDGE Games, Timothy Langdell) were not genuine when in fact you knew they were entirely genuine.

**DOCUMENT REQUEST NO. 24:**

All documents that show that you did not deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and did falsely state that emails submitted into evidence by the Defendants (EIM, EDGE Games, Timothy Langdell) were not genuine when in fact you knew they were all entirely genuine.

**DOCUMENT REQUEST NO. 25:**

All documents that show that you did not deliberately mislead the Court in London England in Case No. HC09CO2265 before Mrs. Justice Proudman, and did falsely state or

suggest or represent that Timothy Langdell had been anything other than completely honest with that court and that you knew that Timothy Langdell had been honest even though you deliberately mislead that court by suggesting otherwise.

**DOCUMENT REQUEST NO. 26:**

All documents that show that the Judgment and Final Order that you obtained from the London Court in June 2011 and July 2011 were not obtained through your making knowing false statements to that court, and by you deliberately misleading that court, and all documents which show that you were entitled to either the Judgment or the Final Order or which show that there is any reason why the judgment and the order should be not be reversed, voided, vacated (as appropriate) forthwith.

**DOCUMENT REQUEST NO. 27:**

All documents that show that in regard to the Court in London England, Case No. HC09CO2265 before Mrs. Justice Proudman, that in any way are contrary to or support dispute of the position that all costs awarded to you by Justice Proudman or by Lewison LJ of the Appeal Court, should be considered void since they were obtained by you committing fraud on the London Courts and by your deliberately misleading and deceiving the London Courts.

**DOCUMENT REQUEST NO. 28:**

All documents that show why it may not be fairly stated that that in regard to the Court in London England, Case No. HC09CO2265 before Mrs. Justice Proudman, you did deliberately make false and misleading statements in those proceedings in order to cast Timothy Langdell in a negative light, deliberately falsely characterizing him as being a "trademark troll" when in fact you knew well that Timothy Langdell (and the corporations EIM and EDGE Games) had at all times only taken legitimate and reasonable action to protect EIM's and EDGE Games' trademark rights, had never committed fraud on any trademark office in acquiring or maintaining any trademark registration and had never wrongly demanded money from any person or entity for the use of the mark EDGE or variants thereon.

**DOCUMENT REQUEST NO. 29:**

All documents that show that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you did not deliberately provide false statements about EDGE Games and Timothy Langdell, or that every negative statement you made about EDGE Games and Timothy Langdell in those proceedings was not false or that you did not know them all to be false at the time you made the statements.

**DOCUMENT REQUEST NO. 30:**

All documents that show that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, there were not at least three of the five U.S. trademark registrations that the court stated in its Final Order should be cancelled were trademarks co-owned by you and EDGE Games, and that you did not know that since you were not a party to the case that therefore the court had no right to order those three registrations cancelled.

**DOCUMENT REQUEST NO. 31:**

All documents that show that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, that you did not know the court had no right to cancel the three trademarks that were co-owned by you and EDGE since you were not a party to that court case, and that you do not admit those three trademark registrations should be restored to full live registration status and that you do not agree that all three marks should be immediately restored.

**DOCUMENT REQUEST NO. 31:**

All documents that show that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you should not have filed a motion with that court to protest the Final Order canceling the three trademark registrations on the grounds that you, as a necessary party, were not a party to the case and that no valid order regarding the cancellation of those three marks could be made when a co-owner was not a party to the case.

**DOCUMENT REQUEST NO. 32:**

All documents that show that in regard to the District Court case No. 3:2010cv02614 in San Francisco in 2010 between EDGE Games and Electronic Arts Inc, you should not grant to EDGE Games full power of attorney to file any motion or other document necessary with the Trademark Trial and Appeal Board (or any other court with jurisdiction as may be necessary to reverse the cancellation of the three marks in question) on behalf of you, as your agent and representative acting on your behalf, that may be necessary in order to reverse the Final Order of that court of October 2010 which cancelled the three marks co-owned by EDGE and FUTURE and restore the three US Trademark Registrations in question to full live registered status.

**DOCUMENT REQUEST NO. 33:**

All documents that show that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, that you did not grossly mislead the Costs Judge in all documents filed with the Costs Court, and in all representations made before the Costs Master, and all documents that show you did not grossly overstated your true costs by a factor of at least three.

**DOCUMENT REQUEST NO. 34:**

All documents that show that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, that you did not grossly mislead the Costs Judge in all documents filed with the Costs Court, and in all representations made before the Costs Master.

**DOCUMENT REQUEST NO. 35:**

All documents that show why you should not be considered to have waived all right to be paid any sum ordered in your favor against EDGE Games, EIM or Timothy Langdell for costs or damages or otherwise.

**DOCUMENT REQUEST NO. 36:**

All documents that show that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, that due to your

deception of that court, the court should not now reverse its rulings and instead rule entirely in favor of the defendants (EDGE Games, EIM and Timothy Langdell).

**DOCUMENT REQUEST NO. 37:**

All documents that show that in regard to the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, you should not now immediately be deemed to have granted to EDGE Games, EIM and Timothy Langdell full power of attorney to file any document necessary in any court or tribunal necessary to reverse (void, vacate) both the Judgment and Final Order issued by Mrs. Justice Proudman in June and July 2011.

**DOCUMENT REQUEST NO. 38:**

All documents that show that in regard to the Appeal Hearing that followed the London Court Case in England, Case Number HC09CO2265, originally heard before Mrs. Justice Proudman, why you should not be considered to have deliberately mislead the Appeal Court Judge, Lewison LJ, and all documents that show why the Defendants should not have been granted the right to appeal, or which show the Defendants should have been successful on appeal or that show why you should have been granted your costs of the hearing that day in February 2012 given your blatant deception of that court.

**DOCUMENT REQUEST NO. 39:**

All documents that show that in regard to the Appeal Hearing that followed the London Court Case in England (Case Number HC09CO2265, originally heard before Mrs Justice Proudman), before Appeal Court Judge, Lewison LJ, you did not deliberately mislead that appeal court and that you not now affirm the following: the Defendants were not guilty of any of claims you made against the Defendants, including but not limited to: now agreeing that EDGE Games and EIM had made genuine continuous use of their trademarks at all pertinent times; that no Defendant had breached your copyright rights in your EDGE logo; that no Defendant ever passed off on your goodwill; that no Defendant breached the CTA and that you admit you had no valid grounds for requesting that the court terminate the CTA.

**DOCUMENT REQUEST NO. 40:**

All documents that show any reason why all right, title, interest and goodwill arising from your use worldwide of the mark EDGE since 1993 in electronic form (such as the electronic publication of your magazine titled EDGE, promotion of that magazine in electronic form on the Internet and otherwise, use of the mark in association with electronic publishing of any kind) does not all vest in and inure to EDGE Games.

**DOCUMENT REQUEST NO. 41:**

All documents that show that your use worldwide of the mark EDGE since 1993 in electronic form (such as the electronic publication of your magazine titled EDGE, promotion of that magazine in electronic form on the Internet and otherwise, use of the mark in association with electronic publishing of any kind) does not constitute the vast majority of your use of the mark EDGE, or which show that your only other use of the mark EDGE is in regard to printed magazines and that this use has been any more than just minimal.

**DOCUMENT REQUEST NO. 42:**

All documents that show that why it is not the case that under the 1996 Agreement all right, title, interest and goodwill arising from all use you made of the mark EDGE since 1993 vested in and inured to EIM, and that all such right, title, interest and goodwill was lawfully assigned and transferred to EDGE Games.

**DOCUMENT REQUEST NO. 43:**

All documents that show that it does not state in the CTA in paragraph 6.9: *"The Parties acknowledge that specifically in respect to the trademark and brand "EDGE" in the computer and video game sectors, they will both be actively promoting, building and enforcing rights in the brand to the Parties' mutual benefit, and that the Parties will share a common aim to use their reasonable endeavours to grow and enhance the EDGE brand in the computer and video game industry and promote worldwide consumer recognition of the EDGE brand as one associated with innovative quality goods and services. While not committing either Party to take any specific action after Completion, the Parties agree in good faith to use their reasonable endeavours to identify ways in which they may work together to jointly promote and enhance the EDGE brand in the worldwide computer and video game markets."*

**DOCUMENT REQUEST NO. 44:**

All documents that show that in regard to paragraph 6.9 of the CTA cited in No. 34 above, the Parties do not include FUTURE and EIM, and that EIM's successor, EDGE Games is not now included, too.

**DOCUMENT REQUEST NO. 45:**

All documents that show why it should not be taken as proven that despite the clear commitment undertaken by you in regard to paragraph 6.9 of the CTA to promote the trademark and brand EDGE to the Parties mutual benefit you did in fact never promote the mark EDGE to the benefit of EIM or EDGE Games at any time nor did you intend to so promote the mark EDGE to the mutual benefit of the Parties when you fraudulently induced EIM to execute the CTA.

**DOCUMENT REQUEST NO. 46:**

All documents that show why it should not be taken as proven that despite the clear commitment undertaken by you in regard to paragraph 6.9 of the CTA to promote the trademark and brand EDGE to the Parties mutual benefit, you in fact acted directly contrary to this commitment and took action intended to result in the benefit of other companies using the mark EDGE in the computer and video game industry, while at the same time acting directly contrary to that which could lead to the benefit of EIM and EDGE Games.

**DOCUMENT REQUEST NO. 47:**

All documents that show why it should not be taken as proven that you colluded with the French corporation, Mobigame S.A.R.L., and its director David Papazian, both by your actions and by your inaction, so as to benefit yourself and Mobigame in regard to the use of the mark EDGE in the computer and video game sector while knowingly, and intentionally, acting against the interests of EIM and EDGE Games and thus intentionally failing to promote and protect the EDGE mark to the mutual benefit of you and EIM and/or EDGE Games.

**DOCUMENT REQUEST NO. 48:**

All documents that show why it should not be taken as proven that you colluded with Electronic Arts, Inc., both by your actions and by your inaction, so as to benefit yourself and Electronic Arts in regard to the use of the mark EDGE in the computer and video game sector while knowingly, and intentionally, acting against the interests of EIM and EDGE Games and thus intentionally failing to promote and protect the EDGE mark to the mutual benefit of you and EIM and/or EDGE Games.

**DOCUMENT REQUEST NO. 49:**

All documents that show that you did not collude with Mobigame S.A.R.L. so as to further the interests of you and Mobigame and thereby act against the best interest of Edge Games and against the best interest of the mark EDGE co-owned by Future and EIM/Edge Games.

**DOCUMENT REQUEST NO. 50:**

All documents that show that you did not collude with Electronic Arts, Inc. so as to further the interests of you and Electronic Arts and thereby act against the best interest of Edge Games and against the best interest of the mark EDGE co-owned by Future and EIM/Edge Games.

**DOCUMENT REQUEST NO. 51:**

All documents that show that you did not sign a consent agreement with Mobigame S.A.R..L. in relation to your application to register the mark EDGE (Serial No. 85153981) which agreement was in the interests of Mobigame and you, but against the best interest of Edge Games and against the best interest of the mark EDGE co-owned by Future and EIM/Edge Games.

**DOCUMENT REQUEST NO. 52:**

All documents that show that you did not knowingly lie to and mislead the San Francisco Federal Court in Case No. 3:2010cv02614, knowingly and intentionally misleading that court in order to paint yourself and Electronic Arts in a good light, and deliberately falsely paint Edge Games in a poor light and falsely giving the impression to the court that Edge Games was not entitled to own, or retain ownership of, the "EDGE" trademarks registered in its name at that time.

Dated: January 8, 2016

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. J. Kelly", written over a horizontal line.

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing PETITIONER'S FIRST SET OF DOCUMENT REQUESTS has been served by mailing said copy on January 8, 2016, via First Class Mail, postage prepaid, upon the following party of record:

Robert N Phillips  
Reed Smith LLP  
101 Second Street  
San Francisco, CA 94105

Signature: */Tim Langdell/*  
*Dr. Tim Langdell*

Date: January 8, 2016

# EXHIBIT C

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,219,837

**United States Patent and Trademark Office**

Registered Jan. 26, 1999

**TRADEMARK  
PRINCIPAL REGISTER**

**EDGE**

EDGE INTERACTIVE MEDIA, INC., THE  
(CALIFORNIA CORPORATION)  
260 SOUTH LAKE AVENUE, SUITE 234  
PASADENA, CA 91101

FOR: PRINTED MATTER AND PUBLICATIONS, NAMELY, MAGAZINES, NEWSPAPERS, JOURNALS, AND COLUMNS AND SECTIONS WITHIN SUCH MAGAZINES, NEWSPAPERS, AND JOURNALS, AND PAMPHLETS AND BOOKLETS, ALL IN THE FIELDS OF BUSINESS, ENTERTAINMENT, AND EDUCATION, RELATING TO TOYS, GAMES, COMPUTERS, COMPUTER SOFTWARE, COMPUTER GAMES, VIDEO GAMES, BOARD GAMES, HAND-HELD GAMES, INTERACTIVE MEDIA, TELEVISION, INTERACTIVE MUSIC, AND VIDEO; STATIONERY; POSTERS; EXTERIOR PACKAGING FOR SOFTWARE, NAMELY,

CARDBOARD CARTONS; PRINTED PAPERBOARD INSERTS FOR PLASTIC PACKAGING OF SOFTWARE; PAPER BAGS; PLASTIC BUBBLE PACKS FOR PACKAGING; ENVELOPES; AND PAPER POUCHES FOR PACKAGING, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 5-0-1984; IN COMMERCE 5-0-1984.

PRIORITY CLAIMED UNDER SEC. 44(D) ON UNITED KINGDOM APPLICATION NO. 1562099, FILED 2-11-1994, REG. NO. 1562099, DATED 11-11-1994, EXPIRES 2-11-2001.

OWNER OF U.S. REG. NO. 1,853,705.

SER. NO. 74-556,730, FILED 8-3-1994.

CHERYL BUTLER, EXAMINING ATTORNEY

# EXHIBIT D



## Trademarks > Trademark Electronic Search System (TESS)

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## Typed Drawing

**Word Mark** EDGE

**Goods and Services** (CANCELLED) IC 016. US 002 005 022 023 029 037 038 050. G & S: printed matter and publications, namely, magazines, newspapers, journals, and columns and sections within such magazines, newspapers, and journals, and pamphlets and booklets, all in the fields of business, entertainment, and education, relating to toys, games, board games, television, interactive music, and video; stationery; posters; exterior packaging for software, namely, cardboard cartons; printed paperboard inserts for plastic packaging of software; paper bags; plastic bubble packs for packaging; envelopes; and paper pouches for packaging. FIRST USE: 19840500. FIRST USE IN COMMERCE: 19840500

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 74556730

**Filing Date** August 3, 1994

**Current Basis** 1A;44E

**Original Filing Basis** 1A;44D

**Published for Opposition** June 9, 1998

**Change In Registration** CHANGE IN REGISTRATION HAS OCCURRED

**Registration Number** 2219837

**Registration Date** January 26, 1999

**Owner** (REGISTRANT) Edge Interactive Media, Inc., The CORPORATION CALIFORNIA 530 SOUTH LAKE AVENUE SUITE 171 Pasadena CALIFORNIA 91101

(LAST LISTED OWNER) EDGE GAMES, INC. CORPORATION 530 SOUTH LAKE AVENUE #171 PASADENA CALIFORNIA 91101

**Assignment** ASSIGNMENT RECORDED

**Recorded**

**Attorney of Record** Tim Langdell

**Priority Date** February 11, 1994

**Prior Registrations** 1853705

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20091103.

**Renewal** 1ST RENEWAL 20091103

**Live/Dead Indicator** DEAD

**Cancellation Date** April 17, 2013

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